

AMENDMENT #3 TO PROFESSIONAL SERVICES AGREEMENT FOR WEB
DATABASE APPLICATION DEVELOPMENT WITH VC3, INC.

This contract amendment (“Amendment #3”) is dated and entered into as of the _____ day of _____, 20_____, by the City of Durham (“City”) and VC3, Inc. (“Consultant” or “VC3”), a corporation organized and existing under the laws of the State of South Carolina, and licensed to do business in the State of North Carolina.

The City and the Consultant entered into a contract titled “Professional Services Agreement for Web Database Application Development with VC3, Inc.” dated January 6, 2015 for contract amount of \$29,920. That agreement is referred to as the “Original Agreement.”

The City and the Consultant amended the Original Agreement with an instrument titled “Amendment to Professional Services Agreement for Web Database Application Development with VC3, Inc.” dated March 18, 2015. That agreement is referred to as the “Amendment #1.” Scope of work tasks for Amendment #1 included the development of a project print view, the ability to link to documents associated with a project, and a fiscal constraint summary tool. Amendment #1 increased payment under the Original Agreement by \$7,746.

The City and the Consultant amended the Original Agreement again with an instrument titled “Amendment #2 to Professional Services Agreement for Web Database Application Development with VC3, Inc.” dated December 1, 2015. That agreement is referred to as the “Amendment #2.” Scope of work tasks for Amendment #2 included WCAG 2.0 compliance, the creation of new administrative objects, the addition of new project fields, and the development of an Obligations Report. Amendment #2 increased payment under the Original Agreement by \$12,276.

The parties agree to further extend the completion date of the Original Agreement and modify the amended scope, budget, and schedule. The Original Agreement is hereby amended as follows:

101. Delete Sec. 2 “Services and Scope to be Performed. Presumption that Duty is Contractor’s” in its entirety and replace with the following revised section:

Sec 2 Services and Scope to be Performed Presumption that Duty is Contractor’s.
The Contractor shall provide those services outlined in Exhibit A of the Original Agreement titled “Scope of Services”, “Exhibit A – 03.11.15” of Amendment # 1, Exhibit A of Amendment # 2 titled “Scope of Services Amendment #2 – 11.25.15” and Exhibit A-3 of Amendment #3, titled “Scope of Services Amendment #3 – 01.04.2016’. In this contract, “Work” means the services that the Contractor is required to perform pursuant to this contract and all of the Contractor’s duties to the City that arise out of this contract. Unless the context requires otherwise, if this contract states that a task is to be performed or that a duty is owed, it shall be presumed that the task or duty is the obligation of the Contractor.

102. Delete Sec. 3 “Time is of the Essence, Schedule” in its entirety and replace with the following revised section:

Sec. 3. Time is of the Essence, Schedule. City and Contractor recognize that time is of the essence of this Contract and the City will suffer financial loss and the public will suffer loss or be inconvenienced if the work is not completed on or before June 30, 2016 and in accordance with the estimated schedule outline in outline in Exhibit B – 03.11.15 of Amendment #1, Exhibit B of Amendment #2 titled “Schedule Amendment#2 – 11.25.15” and Exhibit B-3 of Amendment #3 titled “ “Schedule Amendment #3 – 01.04.2016”.

103. Delete Sec. 5 “Contractor’s Billing to City. Compensation” in its entirety and replace with the following revised section:

Sec 5 Contractor’s Billings to City Compensation. The Contractor shall send invoices to the City upon completion of each scope of services task referenced in exhibits identified in Section 2 for the amounts to be paid pursuant to this contract. Within twenty days after the City receives an invoice, the City shall send the Contractor a check in payment for all undisputed amounts contained in the invoice.

The City shall pay the Contractor for the Work as follows: According to the description of each of the tasks referenced in the exhibits identified in Section 2, per task fee amounts indicated in Exhibit C – 03.11.15 of Amendment #1, titled “Schedule of Fees and Charges”, Exhibit C of Amendment #2 titled “Schedule of Fees & Charges Amendment #2 – 11.25.15” and Exhibit C-3 of Amendment #3 titled, “Schedule Amendment #3 – 01.04.2016” for a total, not-to-exceed contract cost of \$71,282.00 (“Contract Price”). The Contractor shall not perform any additional work not described in Section 2 without written consent from the City. The City shall not be obligated to pay the Contractor any payments, fees, expenses, or compensation other than those authorized by this section. Any additional work outside the scope provided in Section 2 will require authorization by the City via new work orders before performed by the Contractor.

104. In Section 9, “Exhibits,” add the following new exhibits to the Original Agreement:

Exhibit A-3 - Scope of Services Amendment #3 – 01.04.2016

Exhibit B-3 - Schedule Amendment #3 – 01.04.2016

Exhibit C-3 - Schedule of Fee and Charges Amendment #3 – 01.04.2016

105. In Section 13, “Miscellaneous”, subsection (b) “Waiver”, delete reference to “Exhibit B - Schedule Amendment #2 – 11.25.15” in the second to last sentence and replace with “Exhibit B-3 - Schedule Amendment #3 – 01.04.2016”

106. The following new exhibits are attached and hereby incorporated to this

Amendment #3 :

Exhibit A-3 - Scope of Services Amendment #3 –
01.04.2016

Exhibit B-3 - Schedule Amendment #3 – 01.04.2016

Exhibit C-3 - Schedule of Fee and Charges Amendment #3 – 01.04.2016

IN WITNESS WHEREOF, the City and the Consultant have caused this contract to be executed under seal themselves or by their respective duly authorized agents or officers.

CITY OF DURHAM

ATTEST:

City Clerk

By: _____

Preaudit certificate, if applicable: _____

CONTRACTOR:

VC3, Inc.

By: _____ (SEAL)

Title of Officer:

State of _____

ACKNOWLEDGMENT

VC3, Inc.

County of _____

I, a notary public in and for the aforesaid county and state, certify that

_____ personally appeared before me this day and stated that he or she is (*strike through the inapplicable:*) chairperson/ president/ chief executive officer/ vice-president/ assistant vice-president/ treasurer/ chief financial officer of VC3, Inc., a corporation, and that by authority duly given and as the act of the corporation, he or she signed, under seal, the foregoing contract or agreement with the City of Durham. This the _____ day of _____, 20_____.

My commission expires: _____

Notary Public

Exhibit A-3

Scope of Services Amendment #3 – 01.04.2016

Scope of Services/Project Plan

The scope of work tasks described herein address tasks and items that were not included in the original contract, amendment #1, or amendment #2 to the contract. Amendment #3 scope of work tasks were identified in the fall 2015 during development of tasks that were included in the contract for amendment #2. Time was of the essence for the development of amendment #2 scope of work tasks to meet Federal reporting deadline requirements so the process could not be interrupted and updated to include additional scope of work tasks. Additionally, MPO staff, NCDOT staff, and the public have begun using the database application and the MPO has received substantial positive feedback from the public and from MPO partners. This amendment (#3) is necessary to continue to provide excellent customer service and build on the momentum and positive feedback that has already been received.

Phase I A: New Reports and Update Existing Report Interface

The Reports will be updated to be displayed as a list view. A user will be able to click on a report to navigate to it, which would improve implementation. The Fiscal Constraint Summary Tool will be moved from its current location to the Reports page.

Existing Report Changes

The Fiscal Summary Tool and the Jurisdiction/Agency Report will both have their parameter modified to contain a combined list of Municipality, County, Agency and Division. The Jurisdiction/Agency Report will be renamed as well. Existing or new reports will take into account the currently selected TIP where appropriate.

Amendment Report

This report will show the changes that occurred for a given TIP and Amendment. The projects' previous and resulting version will be shown in a print view. This report will use the existing printable view. The reports will be printed in order based on TIP number, with the previous and resulting view sequentially. An example would be the following order:

- Project 1 Current Scope
- Project 1 Proposed/Amended Scope
- Project 2 Current Scope
- Project 2 Proposed/Amended Scope

TIP Summary Report

This report will allow the user to pick a TIP and optionally an amendment within that TIP and get a print view of all of the projects at that point in time.

Phase IB: TIP Switching through UI

To switch between TIPS, a drop down at the top of the screen will be shown to administrators to allow them to “flip” between working in various TIPs. This will affect the search results by excluding projects that were archived and not present. It will also default the project view to the most recent version of the project within the currently selected TIP. The user will still be allowed to flip to different project versions in other tips from the project details view.

Phase IC: Distribution of Funding Sources

The funding source administrative object will offer the user the ability to distribute funds to either municipalities, counties, agencies, or divisions. There will be an Actions drop down which has a Distribute option. Clicking the Distribute action will open a dialog to enter or adjust the distributions. The comments column will capture any additional information (such as a flex action). The distributions by year are shown on the appropriate agency, municipality, county or division page as well. This will cause the need to for views to be created for the new administrative objects.

Phase ID: Interface Changes

Prior Years

The Project Schedule Table will be modified and Prior Year will be a collapsible/ expandable field. This will satisfy the requirement that the MPO’s TIP align with the limited information that is shown by the NCDOT in the STIP but will prevent the on- going data and information loss related to shifting all project details to a generic “Prior Year” row.

Prior Years

Project Schedule

	Funding Source	Phase	Year	Federal	State	Local	Total	Obligated	Local Responsibility
+			Prior Years	10,000,000	1,000,000	5,000	11,005,000	11,005,000	
	NHP	Right of Way	2016	54,000	6,000	0	60,000	0	
	NHP	Right of Way	2017	36,000	4,000	0	40,000	0	
	NHP	Construction	2018	19,800,000	2,200,000	0	22,000,000	0	
	NHP	Construction	2019	19,800,000	2,200,000	0	22,000,000	0	
	NHP	Construction	Future Unfunded	39,600,000	4,400,000	0	44,000,000	0	
	Totals:			79,290,000	8,810,000	0	175,121,000	87,031,000	

Project Schedule

	Funding Source	Phase	Year	Federal	State	Local	Total	Obligated	Local Responsibility
-	NHP	Planning	2014	15,000	1,000	0	16,000	16,000	
	NHP	Planning	2015	40,000	3,000	0	43,000	43,000	
	NHP	Right of Way	2016	54,000	6,000	0	60,000	0	
	NHP	Right of Way	2017	36,000	4,000	0	40,000	0	
	NHP	Construction	2018	19,800,000	2,200,000	0	22,000,000	0	
	NHP	Construction	2019	19,800,000	2,200,000	0	22,000,000	0	
	NHP	Construction	Future Unfunded	39,600,000	4,400,000	0	44,000,000	0	
	Totals:			79,290,000	8,810,000	0	175,121,000	87,031,000	

PhaseIIA: TIP Import

A new TIP entity can be created in the system in one of two ways. The hope is that the records will be created using the data file from NCDOT and imported automatically in the system. However, if no data file is available, the TIP can be added manually by not providing a data file. If a data file is not present for the TIP creation, the system will just migrate the previous TIP projects into the new TIP entity. Visual confirmation will be given to the user to ensure that the resulting actions are understood.

If a data file is provided by the NCDOT, the system will automatically create a new TIP entity and migrate projects that exist in the current TIP to the new TIP.

Step 1: Define

In the first step the user will define the years the TIP represents and the status of it. Choosing the previous TIP ensures that the comparison is done to the correct TIP. In the event of not having a data file, the previous TIP field will dictate which TIP's projects are migrated over.

Step 2: Archive Projects

The next step will show project's that do not show in the new TIP and thus will be marked with an Archived status. The user will be able to override any of these and the project will be migrated as it was in the previous TIP.

Step 3: New Projects

The next step will show the new projects that were not found in the system but are present in the TIP file and will be added to the new TIP. Similar to the previous step, here the user will be given the option to not import a particular project. This scenario could occur when a project was incorrectly listed in the data file or a project is to be tracked in another system.

Step 4: Updated Projects

The last step will be the most complex as the application will be developed to attempt to detect changes to projects and indicate those to the user. The before and resulting projects descriptions and schedules will be shown to the user for comparison. The project schedule will either have to be accepted as a whole or ignored. A legend of colors will be used similar to:

- Deletions = Pink
- Changes = Yellow
- Additions = Green

Because of the number of projects in a data file, a limited number projects will be shown at a time to the user that they can cycle through. Consistent with the other step, the user will be able to click the Ignore checkbox in the header to not import changes to the new TIP. The project will be brought over as it was in the previous TIP. If Ignore is chosen, the project's changes will be hidden.

Step 5: Summary

In this final step, a summary of changes will be shown. Also a final option for either confirming import or canceling. This will allow the user to “preview” changes in a sense without actually importing into the system.

Phase IIB: Amendment Import

A new amendment can be created in the system in one of two ways. The hope is that the records will be created using the data file containing the changed projects from NCDOT and imported automatically in the system. This will follow a similar path to the import of a TIP except on a much smaller scale. However, if no data file is available, the amendment can be added manually. The system will just create an empty amendment (i.e. meaning no projects associated to it) and the user can manually assign projects to the amendment.

Step 1: Define

The user will begin by uploading the data file and indicate the years and status. The user must pick the TIP the amendment is for so the system will know what to compare against.

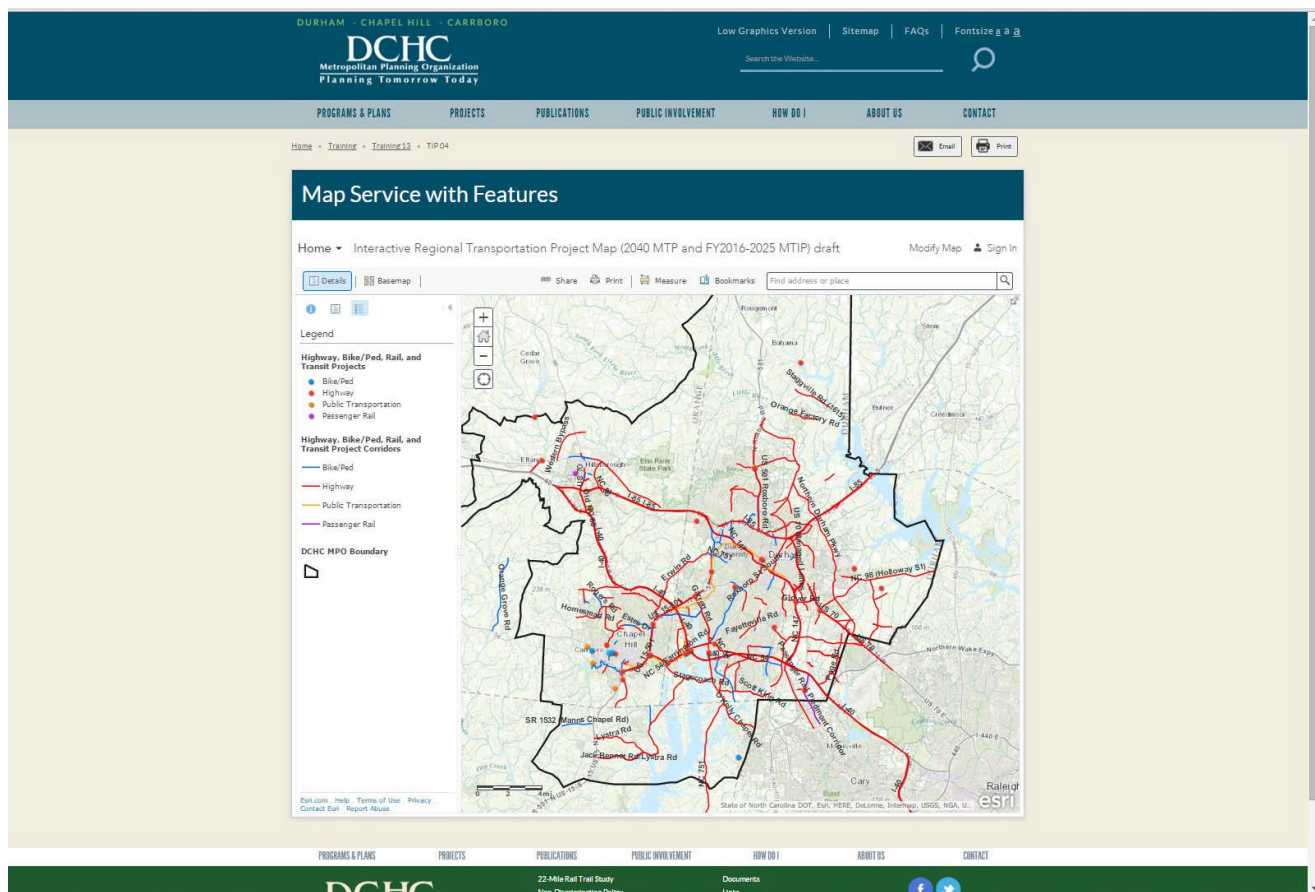
The rest of the import process for an amendment starts at Step 3 of the TIP Import Process. Because the data file will not be a full list, the system will be unable to detect archived projects. However, the system can detect changes and new projects.

Phase IIC: Performance Tuning

During development of other scope of work tasks performance tweaks and enhancements will be implemented by VC3 to improve the user experience. This is an on-going task.

Phase IID: Embedded Map on Overview Page

The ArcGIS Online map of Regional Transportation Projects has been created by MPO LPA staff. The map is already set-up and has defined extents. The map is currently embedded in the MPO’s website and all of the same parameters will be reused to embed the map on the Overview Page of the application. The image on the next page is an example of the map on the MPO’s website.



Phase IIE: Project Management

Project management tasks for Amendment #3 includes up to four (4) official meetings during the project timeline, plus phone calls, emails, and impromptu screen shares that are necessary to communicate deliverables and for QA/QC.

Phase IIF: Automated Testing

During the development of scope of work tasks for amendment #3, additional automated tests will be developed. This was first scoped during amendment #1 and proved to be extremely beneficial to the development process. The automated tests catch errors, glitches, and other issues before a deliverable (deployment package) is provided to the DCHC MPO. This significantly reduces the amount of staff time spent by DCHC MPO to check every search, every link, every report, etc. This also makes sure that a deployment package is more fully vetted and checked for errors before it goes “live” for public and partner use.

Exhibit B-3

Schedule Amendment #3 – 01.04.2016

Scope of Work Phase	Proposed Date of Completion
Phase I	
Phase IA: New Reports and Update Existing	12/30/2015
Phase IB: TIP Switching through UI	12/30/2015
Phase IC: Distribution of Funding Sources	12/30/2015
Phase ID: Interface Changes	12/30/2015
Phase II	
Phase IIA: TIP Import	02/14/2016
Phase IIB: Amendment Import	02/14/2016
Phase IIC: Performance Tuning	02/14/2016
Phase IID: Embedded Map on Overview Page	02/14/2016
Phase IIE: Project Management	02/14/2016
Phase IIF: Automated Testing	02/14/2016

Exhibit C-3

Schedule of Fees & Charges Amendment #3 – 01.04.2016

Scope of Work Phase	Proposed Schedule of Fees & Charges
Phase I	
Phase IA: New Reports and Update Existing	\$2,156
Phase IB: TIP Switching through UI	\$528
Phase IC: Distribution of Funding Sources	\$880
Phase ID: Interface Changes	--
Phase II	
Phase IIA: TIP Import	\$11,792
Phase IIB: Amendment Import	\$352
Phase IIC: Performance Tuning	\$704
Phase IID: Embedded Map on Overview Page	\$704
Phase IIE: Project Management	\$2,816
Phase IIF: Automated Testing	\$1,408
Phase I & Phase II TOTAL	\$21,340